

### **REMARKS**

Claim 1 has been amended. No new matter has been introduced with these amendments, all of which are supported in the application as originally filed. Claims 13 - 14, 26, and 35 have been cancelled from the application without prejudice. Claims 1, 7 - 10, and 20 remain in the application.

Applicants are not conceding that the subject matter encompassed by the claims as presented prior to this Amendment is not patentable over the art cited by the Examiner, as claim amendments and cancellations in the present application are directed toward facilitating expeditious prosecution of the application and allowance of the currently-presented claims at an early date. Applicants respectfully reserve the right to pursue claims, including the subject matter encompassed by the claims as presented prior to this Amendment and additional claims, in one or more continuing applications.

I. **Rejection under 35 U. S. C. §103(a)**

Paragraph 7 of the Office Action dated January 18, 2008 (hereinafter, “the Office Action”) states that Claims 1, 7 - 10, 13 - 15, 20, 26, 29 - 30, and 35 are rejected under 35 U. S. C. §103(a) as being unpatentable over “Laura Lemay’s Web Workshop JavaScript” (hereinafter, “Lemay”) in view of U. S. Patent Publication 2002/0082910 to Kontogouris. Applicants respectfully note that Claims 15 and 29 - 30 were previously cancelled, and Claims 13 - 14, 26, and 35 are cancelled herein. This rejection is respectfully traversed with regard to

the claims as currently presented.

Independent Claim 1, as currently presented, recites:

A computer-implemented method of selecting among component-level versions of content for rendering at a client device, comprising:

receiving, at the client device from a server responsive to a request for a Web page, a markup language document representing the requested Web page, wherein:

the Web page comprises a displayable content component;

the markup language document comprises syntax specifying, for the displayable content component, at least three alternative selectable versions thereof and conditions for selecting each of the alternative selectable versions; and

each of at least two of the at least three alternative selectable versions has a different media type;

determining, at the client device responsive to the receiving, a current window size usable for rendering the requested Web page;

matching the determined current window size, at the client device, to the specified conditions to select a particular one of the alternative selectable versions of the displayable content component from the syntax specifying the alternative selectable versions in the markup language document, the selected particular version having a first media type;

rendering the markup language document as the Web page on a display device coupled to the client device, wherein the selected particular version of the displayable content component is rendered as the displayable content component and each non-selected one of the versions of the displayable content component is omitted from the rendering of the markup language document; and

responsive to subsequently detecting, at the client device, a change in the current window size, repeating the matching to select a different one of the alternative selectable versions, the selected different version having a second media type that is different from the first media type, and repeating the rendering, wherein the selected different one is rendered as the displayable content component. (emphasis added)

Applicants respectfully submit that the cited references fail to teach, or suggest, at least

the above-underlined recitations from independent Claim 1, as will now be discussed.

The cited example in Lemay is repeatedly displaying “.gif” files – that is, files with the same media type – by iterating through a loop at 5-second intervals, as noted in the Office Action. See Office Action, para. 7, lines 14 - 17.

By contrast, Applicants’ Claim 1 recites “determining ... a current window size usable for rendering the requested Web page” (Claim 1, lines 11 - 13) and “matching the determined current window size ... to the specified conditions to select a particular one of the ... versions ...” (Claim 1, lines 14 - 18). Applicants find nothing in Lemay that can be aligned to this claim language.

Applicants’ Claim 1 further recites “responsive to subsequently detecting ... a change in the current window size, repeating the matching to select a different one of the ... versions, the selected different version having a second media type that is different from the first media type [of the previously-selected particular version], and repeating the rendering ...” (Claim 1, lines 24 - 28). Applicants find nothing in Lemay that can be aligned to this claim language.

With regard to the Kontogouris reference, Applicants respectfully submit that this reference fails to cure the defects of Lemay, as the claim recitations pertaining to (*inter alia*) a current window size are not taught or suggested by Kontogouris. Furthermore, Applicants

respectfully disagree with the analysis of Kontogouris in the Office Action, as will now be discussed.

Kontogouris describes rendering a banner ad that blocks access to the user-requested content until the user correctly responds to an interactive query regarding the banner ad. Notably, the user receives this banner ad instead of the requested content (and the requested content will be provided if the user provides a correct response to the query). See, for example,

- para. [0029], lines 6 - 11, "... users must be provided with sufficient rewards to overcome the inconvenience of having banner advertisements block access to a desired service or electronic destination" (emphasis added);
- para. [0052], lines 1 - 4, "... when the service [or content] request is received at the banner advertisement server 3, the banner advertisement server sends a banner advertisement [notably, not the requested service or content] to the requester's computing device." (emphasis added);
- para. [0063], lines 1 - 3, "The system continues to display the advertisement until the viewer responds appropriately ...";
- Abstract, lines 1 - 7, "... banner advertisements are caused to appear when a user requests an electronic service or content ... preventing access to [the requested] electronic address, service, or content ..." (emphasis added);
- Blocks 120 - 140 of Fig. 6, showing that access to the requested service or

content is prevented by displaying the banner ad until “User Response?” has a “Y[cs]” answer; and

- Blocks 270 - 290 and 320 of Fig. 7, also showing that access to the requested service or content is prevented by displaying the banner ad.

Thus, the banner ads of Kontogouris are separate from the requested content or service, and therefore are not specified in “a markup language document representing the requested Web page”, in contrast to Applicants’ claim language which recites that “the markup language document [representing the requested Web page] comprises syntax specifying ... at least three alternative selectable versions ...” (Claim 1, lines 3 - 8).

Because the banner ads of Kontogouris are displayed prior to allowing the user to view the requested content, these banner ads are also not rendered as the displayable content component within the requested Web page, in contrast to Applicants’ claim language which recites that “the Web page comprises a displayable content component” (Claim 1, line 5) and “rendering the markup language document [representing the requested Web page; see Claim 1, line 3] as the [requested] Web page ..., wherein the selected particular version [selected from the syntax specified in the markup language document; see Claim 1, lines 6 - 8 and 15 - 17] ... is rendered as the displayable content component ...” (Claim 1, lines 19 - 21, emphasis added).

Furthermore, although the cited para. [0062] of Kontogouris states that a banner advertisement “may include any combination of text, graphics, video, sound, and/or

animation”, there is no teaching or suggestion that these various choices are provided as alternative selectable versions for a single requested Web page as claimed by Applicants: the banner ad might comprise a combination of text and sound, for example, with these media types being used in combination with one another and not as alternatives as claimed by Applicants.

Accordingly, a combination of Lemay and Kontogouris (assuming, *arguendo*, that such combination could be made and that one of skill in the art was motivated to attempt it) does not yield Applicants’ claimed invention as recited in independent Claim 1. Applicants therefore respectfully submit that Claim 1 is patentable over the references. Dependent Claims 7 - 10 and 20 are deemed patentable by virtue of (*inter alia*) the allowability of Claim 1 from which they depend.

The Examiner is therefore respectfully requested to withdraw the §103 rejection of all claims as currently presented.

## II. Conclusion

Applicants respectfully request reconsideration of the pending rejected claims, withdrawal of all presently outstanding rejections, and allowance of all remaining claims at an early date.

Respectfully submitted,

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